

AGREEMENT

This Agreement made this ___ day of _____, 2015 between Effective School Solutions, LLC which has offices located at 24 Deforest Ave, Suite 310, Summit, New Jersey 07901 (hereinafter referred to as “Effective School Solutions”), and the Brick Township Board of Education, which has offices located at 10 Hendrickson Ave, Brick, NJ 08724 (hereinafter referred to as the “Board of Education”) (sometimes hereinafter, collectively, “the parties”).

WHEREAS, Effective School Solutions provides therapeutic mental health services through licensed professionals to students in public school districts; and

WHEREAS, the Board of Education is desirous of procuring such services from Effective School Solutions for students enrolled at Brick Township High School and Brick Memorial High School (hereinafter referred to as the “School”); and

WHEREAS, Effective School Solutions and the Board of Education are desirous of entering into a contract for the provision of therapeutic mental health services for the 2015 summer program (“summer program”), defined as a five-week program scheduled during the months of July and August) as well as during the regular 2015-2016 school year; and

WHEREAS, the Board of Education has the requisite legal authority to enter into an agreement to procure mental health services from Effective School Solutions.

NOW THEREFORE, based on the foregoing recitals, and in consideration of the mutual promises and covenants of the parties set forth below, the parties agree as follows:

1. Effective School Solutions shall provide the services of four (4) full time New Jersey licensed mental health professionals who are trained and experienced in adolescent psychiatric treatment, with two placed in Brick Memorial High School and two placed in Brick Township High School for the school year program and the services of one (one) such professional for the summer program at a school designated by the Board of Education. The mental health professionals shall work under the direction and supervision of Effective School Solutions, and in conjunction with staff designated by the School. The licensed mental health professionals shall satisfy the requirements of the criminal history record check prescribed by N.J.S.A. 18A:6-7.1 et seq. before providing services to the Board of Education. These mental health professionals shall be present at all times when school is in session. However, as indicated in Section six ("6") of this Agreement, when the professional stays late on a given day to provide family services, he/she shall be entitled to take "compensation time" at some other point in the same week. If an ESS staff person assigned to the district commits gross misconduct, the Board of Education can request, in writing, the staff person be immediately removed. Effective School Solutions shall promptly remove the person from the district and use its best efforts to replace the removed employee as soon as possible. If

the Board of Education is not satisfied with the services provide by a licensed mental health professional assigned by Effective School Solutions for any other reason, the Board may request a change in the professional assigned, which change shall be effectuated no later than sixty (60) days from the date Effective School Solutions receives the request in writing.

2. Effective School Solutions shall provide therapeutic mental health services for up to eighteen (18) students at each of the High Schools (hereinafter referred to as “cohort”) enrolled at the School at any given time, during the school year program. The students in the cohort need not necessarily be the same students for the entire period. During the summer program, services shall be provided for up to nine (9) students.

3. Unless otherwise determined by Effective School Solutions based on an assessment of the needs of a particular student or students, the therapeutic mental health services shall include and be scheduled, as follows:

- (a) one (1) individual or family psychotherapy session each week for each student;
- (b) one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than eleven (11) on a consistent basis; and
- (c) one (1) multifamily group therapy session each month.

4. In the event one of the licensed mental health professionals is absent, if so requested by the Board of Education, Effective School Solutions shall exert its best efforts to assign a qualified substitute to provide the

services. If a substitute cannot be obtained, Effective School Solutions shall reduce the amount due by the district to Effective School Solutions for the specific month by \$743 for each uncovered day in the school year program.

5. In addition to the services listed in section three (“3”) of this Agreement, Effective School Solutions shall:

- (a) if so requested by the Board of Education, direct its mental health professionals to participate four days per full school week in a school teacher-led study skills class that is solely comprised of students in the cohort;
- (b) if so requested by the Board of Education, have one (1) mental health professional assist an appropriately trained school employee monitor one (1) daily lunch period at the School that is solely comprised of students in the cohort;
- (c) ensure that a mental health professional attend IEP meetings and Section 504 committee meetings, as needed, for students either in a cohort or being considered for enrollment in a cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement; and
- (d) provide up to four (4) hours of in-service training to certificated and non-certificated staff who have assigned responsibility to students at the School during normal school

hours on regularly scheduled school days or staff development days.

6. During the school year program, Effective School Solutions shall provide all the services outlined in this Agreement during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at the discretion of Effective School Solutions. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, such services will not be rescheduled.

7. The Board of Education shall provide Effective School Solutions with:

- (a) a confidential office for the mental health professionals to provide individual therapy sessions at the School;
- (b) a classroom or similar space to conduct group therapy sessions, multifamily therapy groups and study skills classes;
- (c) filing cabinet(s) with locking mechanisms to secure confidential records; and
- (d) use of telephones and computers for each assigned mental health professional with internet capabilities for each mental health professional at no cost to Effective School Solutions. All staff of Effective School Solutions shall abide by the

Board of Education's Policy 6142.10 entitled "Acceptable Use for Technology Resources.

- (e) Upon enrollment in the program, and then within one week of the completion of each marking period, the Board of Education shall provide Effective School Solutions the grades, disciplinary incidents and attendance records for each ESS student.

8. All records of the services provided by Effective School Solutions shall be the property of Effective School Solutions and shall be maintained by Effective School Solutions in accordance with applicable law. Before services are rendered, the School shall provide Effective School Solutions with an executed release from every student or his/her parent/guardian which authorizes Effective School Solutions to communicate with designated personnel of the School and authorizes designated representatives of the School to have access to the records maintained by Effective School Solutions.

9. All computers furnished by the Board of Education in accordance with the terms of this Agreement shall be password protected with access limited to Effective School Solutions. The Board of Education shall ensure that there will not be any unauthorized access to the confidential information contained on any such computer.

10. It is within the sole discretion of Effective School Solutions to determine whether a student can enter or remain in the cohort once the student has been referred by the School for the services outlined in this

Agreement. However, it is expressly understood that the primary reason for Effective School Solutions to either reject a student or remove a student from the cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness to appropriately participate in the services outlined in this Agreement or, in the sole opinion of Effective School Solutions staff, the student is a danger to himself/herself or others.

11. The Board of Education shall pay Effective School Solutions five-hundred and thirty-four-thousand and nine-hundred and sixty dollars (\$534,960) per school year for the services set forth in this Agreement. The provision of therapeutic mental health services for the 2015 summer program shall be provided at no additional cost to the Board of Education. Payment shall be due within 30 days of the end of each month in which services were provided. The first payment for the 2015-2016 school year shall be due on October 30, 2015 and the last payment shall be due on July 30, 2016. Payments shall be made each month as a function of the number of school days during that month, multiplied by a per diem rate of \$2,972 dollars. For example, if there were 20 school days in a specific month in the 2015-2016 school year, the fee for that month would be \$ 59,440. The Board of Education shall furnish Effective School Solutions with vouchers which Effective School Solutions shall execute and timely submit for payment.

12. This Agreement may be terminated by either party by providing the other party with sixty (60) days written notice of its decision to terminate this Agreement.

13. Effective School Solutions agrees to comply with the following:
- (a) Requirements of N.J.S.A. 10:2-1 et seq., “The Law Against Discrimination”, and the equal employment requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 6A:7-1 et seq., and N.J.A.C. 17:27-1 et seq. which are set forth at length in Exhibit “A” which is attached hereto, made a part hereof and incorporated herein by reference;
 - (b) Remit a copy of its Business Registration Certificate to the Board of Education in accordance with the provisions of N.J.S.A. 52:32-44 no later than the execution of this Agreement. Effective School Solutions shall provide written notice to anyone other than employees providing the Services on behalf of Effective School Solutions of the responsibility to submit proof of Business Registration to Effective School Solutions, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services; and
 - (c) Provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., and shall submit the required disclosure forms to the Board of Education upon request no later than ten (10) days prior to the Board’s approval of this Agreement.

- (d) Provisions of all applicable requirements of (1) Individuals with Disabilities in Education Act, 20 U.S.C. 1415, et seq.; (2) Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. §701 et seq.; (3) Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et seq., (4) Family Education Rights and Privacy Act, 20 U.S.C. §1232g, et. seq., (5) New Jersey Statutes 18A and New Jersey Administrative Code Title 6A
- (e) Remit a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to N.J.S.A. 18A:18A:49.4 8a.

14. Effective School Solutions shall maintain liability insurance coverage in the minimum amount of \$1,000,000.00 to cover any and all liability arising out of and/or related to the provisions of therapeutic mental health services by Effective School Solutions to the Board of Education. Effective School Solutions shall furnish the Board of Education with a copy of the certificate of insurance prior to the rendering of the services set forth in this Agreement.

15. The Board of Education agrees that it shall not hire or otherwise use as a consultant any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, pursuant to this Agreement for a period of two (2) years from the date the employee last provided services to the Board of

Education as an employee of Effective School Solutions. Additionally, the Board of Education agrees that it shall not utilize the services of any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, as an employee and/or an independent contractor of a vendor other than Effective School Solutions, as an independent contractor or otherwise with respect to the provision of services contemplated by this Agreement, for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Since damages for violating this Agreement are incapable of precise calculation, the parties agree that liquidated damages in an amount equal to four (4) times the employee's annual salary for the time period equal to the breach of this restrictive covenant is fair and reasonable and does not constitute a penalty. The provisions of this Section "15" of this Agreement shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

16. This Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and shall be interpreted in accordance with the laws of the State of New Jersey. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Board of Education and Effective School Solutions other than that of independent entities contracting with each

hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors, or employees shall be construed to be the agent, employer or representative of the other except provided herein.

17. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

18. Effective School Solutions agrees to indemnify and hold harmless the Board of Education, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of Effective School Solutions, in connection with this Agreement, except for Claims arising through the negligence, recklessness or willful misconduct of the Board of Education, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants. The Board of Education is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such

Claims. The Board of Education agrees to indemnify and hold harmless Effective School Solutions its agents, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the Board of Education, in connection with this Agreement, except for Claims arising through the negligence, recklessness or willful misconduct of Effective School Solutions, its agents, employees, officers, representatives, and/or servants. Effective School Solutions is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims. The provisions of this Section 18 of this Agreement shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

19. Neither party may transfer or assign any of its rights or obligations under this Agreement without prior written consent of the other. Any such transfer or assignment shall be null and void.

20. The provisions of this Agreement shall apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

21. Any and all notices and demands required or desired to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt by the other party, either by personal delivery or mail.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

Witness: EFFECTIVE SCHOOL SOLUTIONS, LLC

_____ By: _____

Witness: BRICK TOWNSHIP BOARD OF EDUCATION

_____ By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property,

CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**